usually relied upon to establish the doctrine that title vests upon satisfaction only. *Miller* v. *Hyde*, 161 Mass. 472; *Atwater* v. *Tupper*, 45 Conn. 144. In this second class should be included another set of cases where satisfaction becomes important. B and C, instead of being successive holders of the chattel, may have jointly dispossessed A. In such a case a judgment against B would of course be no bar to a later recovery against C. *Lovejoy* v. *Murray*, 3 Wall. (U. S. Sup. Ct.) 1; but see *Hunt* v. *Bates*, 7 R. I. 217. Yet, as noticed in the discussion above, if the judgment against B is satisfied, the suit against C would fail. *Lovejoy* v. *Murray*, *supra*, p. 17.

If the views expressed are correct, it will be seen that neither satisfaction nor judgment is so connected with the essence of the matter as to be conclusive. Yet, as a working rule, the conclusion may be drawn that title to a chattel vests on judgment when the judgment is against him who at the time of judgment has the chattel in possession, otherwise it vests on satisfaction.

CONTRACTS LIMITING LIABILITY OF INTERSTATE CARRIERS. — Such confusion exists on the question as to what law shall govern a contract limiting the liability of an interstate carrier that a recent, clearly reasoned case should prove of value. A railroad in New York contracted to carry a horse into Pennsylvania, stipulating that the liability of every carrier concerned should be limited to $100. Such contracts are valid in New York, but are considered against public policy in Pennsylvania. Owing to the defendant's negligence, the horse was injured in Pennsylvania. The Supreme Court of that state held that though the contract must be read in the light of New York law, yet the cause of action, having arisen in Pennsylvania, must be determined by the rules in force in that state. *Hughes* v. *Penn. R. R. Co.*, 51 Atl. Rep. 990.

The basis of the plaintiff's right in this and similar cases is primarily the liability of a common carrier as such. All contracts limiting this liability are therefore mere defenses. This being so, it matters little whether the plaintiff sues in tort or in contract, because performance is an event and therefore the rights and liabilities arising therefrom must be governed by the laws of the place where it happens. Thus in the principal case the defendant's negligent act occurred in Pennsylvania, and legal consequences thereof must obviously be determined by the law of that state. To avoid liability the defendant sets up a contract, to which the replication is that though the contract is valid where made — and its validity is to be determined solely by the law of that place — it is not the sort of contract that Pennsylvania courts permit as a defense to a Pennsylvania cause of action. Had the event happened in New York, the Pennsylvania court would have properly applied the New York rules of law. *Forepaugh* v. *Del. L. & W. R. R. Co.*, 128 Pa. St. 217. And it is not necessary that the contract be made and the event happen within the same state. Provided that both the states uphold the validity of such contracts, the courts of any other state must apply that law when a case arises for their adjudication. *Talbott* v. *Merchants, etc., Co.*, 41 Ia. 247.

Opposed to these cases is a decision that a Pennsylvania statute cannot limit the amount to be recovered by a passenger who bought his ticket in New York, even though he was injured in the former state. *Dike* v. *Erie Ry.*, 45 N. Y. 113. This is a nice point, but the court apparently erred in refusing to permit the legislature of Pennsylvania to decide upon the limit

of liability for a cause of action arising in Pennsylvania. Perhaps a more obviously incorrect case is one holding that when goods were shipped from New York to Boston, where they were burned under circumstances entailing no liability under Massachusetts law, the carrier was responsible purely because the contract of shipment was made in New York. *Faulkner* v. *Hart*, 82 N. Y. 413. The question in issue was simply one of delivery, and it seems difficult to maintain that what constitutes delivery in Boston may be determined by the law of New York. For a somewhat similar case *contra*, see *Curtis* v. *Del. L. & W. R. R. Co.*, 74 N. Y. 116. In all cases the preliminary question of the validity of the contract is to be determined by *lex loci contractus*. *Hale* v. *New Jersey, etc., Co.*, 15 Conn. 539. But granting its validity, the law of the place of performance, or of the event which gives rise to the action, must be applied.

DUTY OWED TO THE PUBLIC BY THE GUARDIAN OF A SMALLPOX PATIENT. — As the law of torts developes, there is apparently a growing tendency to extend the limits of actionable negligence. As a necessary preliminary step to this extension, the courts are bound to find a broadening range of non-contractual legal duties. With the greater complexity of society and the increasing intercourse between its different and oftentimes widely separated parts, the existence of these duties is frequently assumed if not always logically accounted for. An illustration of this is found in a recent case in Texas which raises, on an interesting set of facts, the question as to the origin of a duty for the negligent breach of which the defendant must respond in damages. A railroad company had a contract with its employees whereby it agreed for a small monthly remuneration to care for them in case of illness. In performance of its contract the company negligently provided an incompetent attendant for a delirious smallpox patient. It was known to the defendant that persons thus afflicted would be likely to escape if care were not exercised. Owing to the attendant's negligently falling asleep, the patient escaped and infected the plaintiff. The defendant was held liable. *Missouri, etc., Ry. Co.* v. *Wood*, 68 S. W. Rep. 802.

Although the court, in arriving at this desirable conclusion, recognizes that the discovery of a legal duty is the pivotal point in the case, yet it does not make an analysis of the principles involved, or consciously attempt to lay down a new rule of law or to extend a recognized one. In most of the cases cited in the opinion the defendant had done some affirmative act such as bringing diseased animals in contact with those of the plaintiff, or taking an infected patient through the streets or to the plaintiff's house. Whereas in the principal case the defendant's negligence consisted not in doing a positive act, but in failing to keep the patient away from the plaintiff: an act of omission. *Dicta* favorable to this decision appear in *Henderson* v. *Dade Coal Co.*, 100 Ga. 568; and *Dean* v. *St. P., etc., Co.*, 41 Minn. 360. For contrary *dicta*, see *Sarson* v. *Roberts*, [1895] 2 Q. B. 395. Only one case has been found which appears to be precisely in point. There the defendant having control of a diseased animal was held liable for negligently failing to repair a partition separating his own from the plaintiff's animals, as a consequence of which the disease was communicated. *Mills* v. *N. Y., etc., Co.*, 2 Robt. 326; affirmed, 41 N. Y. 619. A further class of cases which in many respects may be thought analogous to the principal case is that in which the defendant negligently puts on the market a wrongly labelled